Terms & Conditions

The MTR Green T Baby Fun Day (the "Event") is organised by MTR Corporation Limited ("MTR" or "we") and will take place on 16 March 2024 at Central Harbourfront Event Space (the "Venue"). All the participants of the Event are herein referred to as "Participants" or "You". Your registration for participation and/or continued participation in the Event constitutes your agreement to comply with and be bound by the terms and conditions below and all the rules, regulations, guidelines and frequently asked questions (FAQs) published the Event website on https://www.mtr.com.hk/en/customer/main/community-events.html from time to time (collectively "Terms and Conditions").

Admission

- 1. Four designated admission sessions with limited capacity have been assigned on the Event day. The sessions are at 9:00am, 11:00 am, 1:00pm, and 3:30pm.
- 2. Admission to the Event should be either in the form of an admission ticket or QR code ticket. Presentation of admission ticket or QR code ticket to the staff is required at the entrance of the Venue.
- 3. The admission ticket or QR code ticket are only valid for one-time entry on 16 March 2024 for admission in specific sessions of the Event. The admission ticket or QR code ticket will be invalid after the designated time. The maximum number of Participants allowed for entry is indicated on each admission ticket or QR code ticket and applies only to entry at the same time (ticket is required for any person aged 3 years or above).
- 4. If the admission ticket or QR code ticket is lost due to deletion or for other reasons, it will not be reissued.
- 5. The admission ticket or QR code ticket is non-transferable and cannot be resold.
- 6. MTR reserves the right to refuse to admit any person to the Venue or request any person to leave the Venue at any time.
- 7. Taking into account the number of people inside the Venue, working staff will implement crowd management measures. Participants with valid tickets may need to wait for admission.

Adverse weather

8. The Event, or any particular activities or facilities of the Event, may be cancelled or suspended due to adverse weather conditions. Arrangements for the Event or the activities under adverse weather conditions can be found on MTR Facebook page during the Event Period and are subject to MTR's final decision. The following general arrangements are for reference only.

On the day before the Event, starting from 3pm or later, if the Hong Kong Observatory announces the following adverse weather conditions, the Event will be cancelled and no rescheduling will be arranged:

- Strong Wind Signal 3 or above
- Red Rainstorm Warning
- Black Rainstorm Warning
- Other Extreme Weather Conditions

Consent to photo/video taking by MTR

9. By participating in the Event, participants shall acknowledge and agree that during the Event, MTR (or its authorised representatives) will take photos and/or videos with the

participants or in which participants' images may appear. MTR shall have sole and absolute ownership of the photos and/or videos and the rights to retain and/or use the photos and/or videos for publicity purposes in all media or forms, including but not limited to display in MTR stations, MTR Headquarters Building, MTR website, newspapers, magazines, social media or internet, without limitation of time.

General

- 10. For any Participant below 18 years of age, his/her parent/guardian's consent is required for participation in the Event. By participating in the event, any Participant below 18 years of age undertakes that s/he has obtained such consent.
- 11. There are different types of activities and games at the Event. You can decide to join suitable activities and games according to your age, physical strength and personal safety. You should avoid activities or games which exceed your physical capability. Participants hereby acknowledge and confirm that any and all actions and/or decisions that they may make or conduct as a result of or in connection with the Event are exercised based on their own independent judgment and at their own risks. Participants acknowledge that they are joining this Event voluntarily and may terminate their participation at any time.
- 12. No pets are allowed inside the Venue (except any guide dog accompanying a visually impaired person)
- 13. Smoking is strictly prohibited within the Venue.
- 14. Participants shall maintain cleanliness in the Venue.
- 15. Children under the age of 12 should be accompanied by adults to participate in the Event and the related games, activities or performance.
- 16. Participants are responsible for the safety and security of their own belongings.
- 17. Participants are not permitted to touch, climb on, write on, mark, soil, or damage any installations present unless otherwise specified. Participants are required to follow the instructions of working staff during the Event. Participants are prohibited from causing nuisance to others or carrying out any activities or bringing along objects that may cause damage to the Venue, interruption of the event, or any acts in breach of public safety.
- 18. MTR reserves the right to modify the games, performances and activities available in the Venue and make changes to either the game mechanics, items, areas, equipment, and other aspects of the games.
- 19. There may be particular terms and conditions for certain games, performances or activities. For details, please refer to the guidance at the Venue.
- 20. Participants need to follow the arrangements and instructions from staff at the Event.
- 21. In case there is, in MTR's opinion, any fraudulent activity or abuse or suspected violation of the rules or terms and conditions of the Event, MTR reserves the right to disqualify or reject the participation in the Event by any Participants immediately.
- 22. Souvenirs and the giveaway items are being assigned according to the four designated admission sessions with limited quantity for each session. Redemption of souvenirs and the giveaway items in the Event is available on a first-come, first-served basis and while stocks

lasts. After prize collection, MTR will not re-issue prizes or compensate in the event of loss, theft or damage.

- 23. The souvenirs and the giveaway items of the Event may vary from time to time at the sole discretion of MTR and/or the participating organisations / parties (Third Parties) without prior notice. The souvenirs and the giveaway items may be replaced by other products or services if the stock has run out. Images of the souvenirs and giveaway items provided on the event website are for general reference only and we do not guarantee their availability.
- 24. All souvenirs and giveaway items cannot be returned or exchanged for cash, nor can they be exchanged, transferred, resold or refunded.
- 25. For any products and/or services from any third party merchants, the display, offering and conduct of any transactions for these products and/or services at the Event do not in any way constitute and cannot be deemed as MTR's endorsement, affiliation and/or approval of any such third party merchants and/or their products and/or services. MTR shall not be liable or responsible for any third party merchants, products and/or services, and/or for your transactions with any or all of them. For avoidance of doubt, your transactions for third party products and/or services may be subject to further terms and disclaimers (if any) from those relevant third party merchants. You are responsible for handling and managing any queries and/or disputes that you may have for any third party products and/or services with the relevant third party merchants directly.
- 26. Neither MTR nor its affiliates make any representations or warranties of any kind, whether expressed or implied for or in relation to the Event and any souvenirs, products or services offered in the Event. MTR and its affiliates disclaim all representations, warranties and/or guarantees of any nature (including but not limited to merchantability, fitness for purpose, quality, availability, correspondence to description or sample, non-infringement, title, completeness, usefulness, accuracy, reliability, care and skills for service and/or time for service performance) to the maximum extent permissible by applicable law.
- 27. MTR accepts no liability for any direct or indirect loss or damage (including any consequential, special or exemplary damages) arising from participation in the event or relating thereto, to the maximum extent permissible by applicable law.
- 28. No transmissions over the Internet can be entirely secure. Whether a Participant can apply for entry to the Event is subject to the device model used and network performance. MTR will neither guarantee the application process will operate smoothly, nor bear any legal responsibility for any admission ticket or QR code ticket that is lost or not received due to any issues relating to system updates/maintenance, device model, network, technology, hacking, unsuccessful/delayed application, and/or any other uncontrollable events. Admission tickets or QR code tickets will not be reissued under any circumstances.
- 29. MTR reserves the right, at any time at its sole discretion, to amend or terminate the Event (or any part thereof) and/or modify any or all of the above terms and conditions without prior notice. MTR reserves the right to make the final decision should there be any dispute.
- 30. These terms and conditions shall be governed by and construed in accordance with the Laws of the Hong Kong Special Administrative Region of the People's Republic of China. You agree to irrevocably submit any disputes arising from or in connection with the Terms and Conditions and/or the Event to the exclusive jurisdiction of the courts of Hong Kong.
- 31. The Contracts (Rights of Third Parties) Ordinance shall not apply to the terms and conditions herein.

- 32. For queries regarding the terms and conditions for this Event, please call the MTR Hotline on 2881 8888.
- 33. In the event of any inconsistencies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Personal Information Collection Statement

Personal information collection statement: Your name and email address (as you had submitted in your MTR Mobile membership registration record) are required for MTR to process, manage and administer the Event and to communicate with participants in relation to the Event. Without the information, you and other participants will be unable to participate in the Event. The information collected will be transferred to MTR's service providers for the above purposes. Otherwise, the information will only be disclosed to other parties or authorities with your consent or where permitted under the Personal Data (Privacy) Ordinance. You have the right to request access to and/or correction of your personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance, and any such request should be made in writing and addressed to the Personal Data Privacy Officer of the Legal-General Department at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Hong Kong.
